

Squire, Sanders & Dempsey L.L.P.
Nathan Lane III (State Bar # 50961)
Joseph A. Meckes (State Bar # 190279)
One Maritime Plaza, Suite 300
San Francisco, California 94111-3492
Telephone: +1.415.954.0200
Facsimile: +1.415.393.9887
Email: NLane@ssd.com
JMeckes@ssd.com

Attorneys for Plaintiff
IZUMI OHKUBO

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

IZUMI OHKUBO,

Plaintiff,

vs.

ANTARA BIOSCIENCES, INC.,
MARC R. LABGOLD and DANA
ICHNOTSUBO,

Defendants.

Case No. C07 06354 JW

DECLARATION OF MIHARU FURIHATA

I, Miharu Furihata, declare as follows:

1. I am an attorney in the San Francisco office of Squire, Sanders & Dempsey L.L.P., counsel for Izumi Ohkubo in this case and am admitted to practice law in California. I grew up in Japan and graduated from The University of Tokyo in 1986. Japanese is my native language. I came to the United States in 1994. In 1997, I graduated from Vanderbilt University Law School with a J.D. degree and was, in that year, admitted to practice law in California. I am fluent in English and often have occasion to translate documents from Japanese to English or English to Japanese. I make this declaration of my own personal knowledge and, if called upon to do so, I could and would testify as set forth herein.

2. I have reviewed both the Japanese original and the English translation of the Investment Contract attached to the complaint in this action as Exhibit C. I have particularly

1 reviewed Article 9 of that agreement in the original and as translated.

2 3. Unlike English, the Japanese language does not contain articles, such as “the” or
3 “a”. Consequently, when Japanese is translated into English a translator will sometimes insert an
4 article into the translation to make the English flow more naturally. This involves the exercise of
5 discretion by the translator, who will not necessarily have any knowledge about the background
6 or context of the document being translated, so one translator may choose “a” while another
7 would choose “the” as the appropriate article for the same Japanese phrase.

8 4. A literal translation of Article 9 of the Investment Contract is: "The Tokyo
9 District Court shall be court having jurisdiction over suit regarding this Memorandum."

10 5. Nothing in the Japanese original of Article 9 or the Investment Contract states or
11 implies that the Tokyo District Court is the “only” or “exclusive” court having jurisdiction over
12 the claims in this case.

13 I declare under penalty of perjury that the foregoing is true and correct. Executed this 2nd
14 day of April 2008 at San Francisco, California.

15
16 _____/S/_____
17 Miharu Furihata

18
19 Attestation of Conformed Signature

20 I hereby attest that my firm Squire, Sanders and Dempsey L.L.P. has on file all holograph
21 signatures for any signatures indicated by a "conformed" signature (/S/) within this efiled
22 document.

23 _____/s/_____
24 Joseph A. Meckes